

B) Division	Agreement Manager:	MS-	Phone
150 – Executive Office	Amanda Harris	8	916-805-7513
C) Contractor's Legal Name		Federa	
University Enterprises, Inc.		94-133	7638
D) Title of Project			
Appliance Efficiency Enforcement Te	sting		
E) Term and Amount			
Start Date End Date	e Amount		
7 / 01 / 2022 6 / 30 / 2			
F) Business Meeting Information			
☐ Operational agreement (see CAM	/I Manual for list) to be approved by	y Executive	e Director
ARFVTP agreements \$75K and ι	under delegated to Executive Direc	tor:	
Proposed Business Meeting Date 7	/ 13 / 2022 🗌 Consent 🛛 Discus	ssion	
Business Meeting Presenter Amanda	a Harris Time Needed: 5 minutes		
Please select one list serve. Efficience	су		
Agenda Item Subject and Descripti	ion:		
Proposed resolution approving Agree	,	•	•
\$675,000 contract to purchase and to			
efficiency standards. (COIA funding)	Contact: Sean Pruitt (Stair Preser	itation: 5 m	ninutes)
G) California Environmental Qualit	y Act (CEQA) Compliance		
Is Agreement considered a "	Project" under CEQA?		
•	No (complete the following (PRC 2106	5 and 14 CCR
15378)):		110 2100	o and 14 ook
Explain why Agreement is no	ot considered a "Project":		
•	rect physical change in the environ I change in the environment becau s in a laboratory setting.		•
2. If Agreement is considered a	a "Project" under CEQA:		
a) 🔲 Agreement IS exe	empt.		
☐ Statutory Exempti	ion. List PRC and/or CCR section	number:	
Categorical Exem	ption. List CCR section number:		
	Exemption. 14 CCR 15061 (b) (3) under the above section:	Explain rea	ason why
	r exempt. (consult with the legal o	ffice to det	termine next
Check all that apply			

Non Competitive Bid (Attach DGS-GSPD-09-007 https://www.dgs.ca.gov/PD/Forms)

M) Contractor Entity Type

Exempt - Other Government Entity



CONTRACT REQUEST FORM (CRF)

CALIFORNIA ENERGY COMMISSION Private Company (including non-profits) CA State Agency (including UC and CSU) Sovernment Entity (i.e. city, county, federal government, air/water/school district, joint power authorities, university from another state) N) Is Contractor a certified Small Business (SB), Micro Business (MB) or DVBE? If yes, check appropriate box(es): SB MB DVBE O)Civil Service Considerations Not Applicable (Agreement is with a CA State Entity or a membership/co-sponsorship) Public Resources Code 25620, et seq., authorizes the Commission to contract for the subject work. (PIER) ☐ The Services Contracted: are not available within civil service cannot be performed satisfactorily by civil service employees are of such a highly specialized or technical nature that the expert knowledge, expertise, and ability are not available through the civil service system. ☐ The Services are of such an: urgent temporary, or occasional nature that the delay to implement under civil service would frustrate their very purpose. Justification: P) Payment Method 1. Reimbursement in arrears based on: ☐ Itemized Monthly ☐ Itemized Quarterly ☐ Flat Rate ☐ One-time 2. Advanced Payment 3. Other, explain: Q) Retention Is Agreement subject to retention? ☐ No ☐ Yes If Yes, Will retention be released prior to Agreement termination? No Yes R) Justification of Rates Rates are consistent with industry standards for laboratories performing similar work. The indirect overhead rate is the current rate charged by University Enterprises, Inc. S) Disabled Veteran Business Enterprise Program (DVBE) 1. X Exempt (Interagency/Other Government Entity) 2. Meets DVBE Requirements DVBE Amount: \$ 0 DVBE %: a. Contractor is Certified DVBE b. Contractor is Subcontracting with a DVBE: Name of DVBE Company 3. Contractor selected through CMAS or MSA with no DVBE participation 4. Requesting DVBE Exemption (attach CEC 95)

STATE OF CALIFORNIA CONTRACT REQUEST FORM (CRF) CEC-94 (Revised 12/2019)

CEC-94 (Revised 12/2019) T) Miscellane	ous Agreement Information	C/	ALIFORNIA ENERGY COMMISSION
 2. Is the 0 3. Is the 0 4. Check ⊠ Mo 5. Will a f 	ere be Work Authorizations? Contractor providing confidential information? contractor going to purchase equipment? frequency of progress reports onthly Quarterly Other final report be required? Agreement, with amendments, longer than three	1 ☑	Yes No
U) The following	ng items should be attached to this CRF (a	s applicab	ole)
2. Exhib 3. DGS- 4. CEC 5. CEQA 6. Resur	it A, Scope of Work it B, Budget Detail GSPD-09-007, NCB Request 95, DVBE Exemption Request A Documentation mes 105, Questionnaire for Identifying Conflicts	N/A N/A N/A N/A N/A N/A N/A	Attached
Agreement Man	nager Date		
Office Manager	Date		
Deputy Director	Date		

Exhibit A SCOPE OF WORK

Project Summary & Scope of Work			
	⊠ Contract	☐ Grant	

PI Name: <u>Tim Marbach</u>

Project Title: Appliance Efficiency Enforcement Testing

TASK LIST

Task #	Task Name
1	Administration
2	Acquisition and Purchase of Appliances
3	Testing of Appliances
4	Delivery of Tested Appliances
5	Support Services for Appliance Regulations
6	Conduct Internal Laboratory Audits

Background/Problem Statement

The Appliance Energy Efficiency Program is designed to increase the energy efficiency of appliances sold or offered for sale to California consumers and businesses. Under Public Resources Code Section 25402(c)(1), the California Energy Commission (CEC) is directed to develop, implement, and enforce standards that require either appropriate minimum efficiencies or maximum energy consumption allowances for each category of affected appliance.

California Code of Regulations (CCR), Title 20, Section 1608(d) of the Appliance Efficiency Regulations requires CEC to periodically inspect appliances sold or offered for sale in the State, to determine whether they conform with energy and water efficiency standards, design standards, applicable marking requirements, and certification requirements.

Section 1608(e) of the Appliance Efficiency Regulations requires CEC to conduct enforcement testing to ensure that appliances sold or offered for sale in California, comply with the standards.

Section 1609 allows CEC to collect monetary penalties for violations of the Appliance Efficiency Regulations. Testing results are used as the basis for CEC taking enforcement action against non-complying manufacturers and sellers and collecting penalties.

Goals and Objectives of the Agreement

The Contractor shall purchase appliances as directed by the Commission Agreement Manager (CAM), inspect them, prepare the test space for testing, perform energy or water efficiency testing by following the applicable test method, and generate a test report documenting the findings. No later than the completion of the contract, tested appliances shall be delivered to a local facility in Sacramento, California, as directed by CEC. Annually, the Contractor shall perform internal laboratory audits to ensure the proper protocols are being followed to demonstrate consistent, accurate, repeatable testing.

The contractor shall also provide appliance support services, including but not limited to attending meetings to address technical testing concerns, reviewing and commenting on new or proposed appliance regulations, observe testing at remote locations, and reviewing test reports as needed.

FORMAT/REPORTING REQUIREMENTS

Deliverables/Reports

When creating reports, the Contractor shall use and follow, unless otherwise instructed in writing by the CAM, the latest version of the Consultant Reports Style Manual published on CEC's website at the following link:

http://www.energy.ca.gov/contracts/consultant_reports/index.html

Each final deliverable shall be delivered as one original, reproducible, 8 $\frac{1}{2}$ " by 11", camera-ready master in black ink. Illustrations and graphs shall be sized to fit an 8 $\frac{1}{2}$ " by 11" page and readable if printed in black and white.

Electronic File Format

The Contractor shall deliver an electronic copy (CD ROM or memory stick or as otherwise specified by the CAM) of the full text in a compatible version of Microsoft Word (.doc).

The following describes the accepted formats of electronic data and documents provided to CEC as contract deliverables and establishes the computer platforms, operating systems, and software versions that will be required to review and approve all software deliverables.

- Data sets shall be in Microsoft (MS) Access or MS Excel file format.
- PC-based text documents shall be in MS Word file format.
- Documents intended for public distribution shall be in PDF file format, with the native file format provided as well.
- Project management documents shall be in MS Project file format.

TASK 1: ADMINISTRATION

Task 1.1 Kick-off Meeting

The goal of this task is to establish the lines of communication and procedures for implementing this Agreement.

The Contractor shall:

- Attend a "kick-off" meeting with the CAM, the Commission Agreement Officer, and a representative of the Accounting Office. The kick-off meeting shall be held via MS Teams or Zoom. The date and time of the kick-off meeting shall be scheduled by the CAM. The purpose of the meeting will be to discuss the tasks in the Scope of Work and the administrative requirements of the Agreement. The Contractor shall include their Project Manager, Contracts Administrator, Accounting Officer, and others designated by the CAM in this meeting. The administrative and technical aspects of this Agreement will be discussed at the meeting.
- If necessary, prepare an updated Schedule of Deliverables based on the decisions made in the kick-off meeting.

The CAM shall:

- Arrange the meeting including scheduling the date and time.
- Prior to the kick-off meeting, provide an agenda to all potential meeting participants.

Deliverables:

An Updated Schedule of Deliverables (if applicable)

Task 1.2 Invoices

The Contractor shall:

 Prepare invoices for all reimbursable expenses incurred performing work under this Agreement in compliance with the Terms and Conditions of the Agreement. Invoices shall be submitted consistent with the frequency of progress reports. Invoices must be submitted to CEC's Accounting Office.

Deliverables:

Invoices

Task 1.3 Manage Subcontractors

The goal of this task is to ensure quality products, to enforce subcontractor Agreement provisions, and in the event of failure of the subcontractor to satisfactorily perform services, recommend solution to resolve the problem.

The Contractor shall:

Manage and coordinate subcontractor activities. The Contractor is responsible
for the quality of all subcontractor work and CEC will assign all work to the
Contractor. If the Contractor decides to add new subcontractors, they shall 1)
comply with the terms and conditions of the contract, and 2) notify the CAM
who will follow CEC's process for adding or replacing subcontractors.

Task 1.4 Progress Reports

The goal of this task is to periodically verify that satisfactory and continued progress is made toward achieving the objectives of this Agreement.

The Contractor shall:

 Prepare progress reports which summarize all Agreement activities conducted by the Contractor for the reporting period, including an assessment of the ability to complete the Agreement within the current budget and any anticipated cost overruns. Each progress report is due to the CAM within 15 calendar days after the end of the reporting period. The CAM will provide the format for the progress reports.

Deliverables:

Monthly Progress Reports

Task 1.5 Final Report

The goal of this task is to prepare a comprehensive written Final Report that describes the original purpose, approach, results, and conclusions of the work completed under this Agreement. The Final Report shall be prepared in language easily understood by the public or layperson with a limited technical background.

The Final Report must be completed before the termination date of the Agreement in accordance with the Schedule of Deliverables.

The Final Report shall be a public document. If the Contractor has obtained confidential status from CEC and will be preparing both a public and a confidential version of the Final Report, the Contractor shall perform the following subtasks for both the public and confidential versions of the Final Report.

Task 1.5.1 Final Report Outline

The Contractor shall:

- Prepare and submit a draft outline of the Final Report for review and approval.
 The CAM will provide written comments to the Contractor on the draft outline.
 The Contractor shall review the comments and discuss any issues with the recommended changes with the CAM.
- Prepare and submit the final outline of the Final Report, incorporating CAM comments.

Deliverables:

- Draft outline of the Final Report
- Final outline of the Final Report

Task 1.5.2 Final Report

The Contractor shall:

- Prepare the draft Final Report for this Agreement in accordance with the approved outline.
- Submit the draft Final Report for review and comment. The CAM will provide
 written comments to the Contractor. The Contractor shall review the comments
 and discuss any issues with the recommended changes with the CAM.
- Prepare and submit the Final Report, incorporating CAM comments.

Deliverables:

- Draft Final Report
- Final Report

Task 1.6 Final Meeting

The goal of this task is to discuss closeout of this Agreement and review the project.

The Contractor shall:

- Meet with CEC staff prior to the term end date of this Agreement. The meeting
 will be held via MS Teams or Zoom, specified by the CAM. This meeting will be
 attended by the Contractor Project Manager and the CAM. The CAM will
 determine any additional appropriate meeting participants. The administrative
 and technical aspects of Agreement closeout will be discussed at the meeting.
- Present findings, conclusions, and recommended next steps (if any) for the Agreement, based on the information included in the Final Report.
- Prepare a written document of meeting agreements and unresolved activities.
- Prepare a schedule for completing the closeout activities for this Agreement, based on determinations made within the meeting.

Deliverables:

- Written documentation of meeting agreements
- Schedule for completing closeout activities

TASK 2: ACQUISITION AND PURCHASE OF APPLIANCES

The goal of this task is to locate and purchase appliances from the following list for testing:

Appliance Category
Computers
Consumer Electronics - Compact Audio Products
Consumer Electronics – Televisions
Large Battery Chargers
Plumbing Fittings (showerheads, faucets, aerators, wash fountains)
Plumbing Fixtures (toilets, urinals)
Portable (Spot) Air Conditioners
Portable Electric Spas
Residential Exhaust Fans
Residential Pool Pumps and Motors
Battery Chargers
Tub Spout Diverters
Other Appliances* as Directed by CAM

^{*}The CAM may request the Contractor to purchase and test other appliances that do not appear in this table.

The Contractor shall:

- Receive written direction from the CAM about which appliances listed in the table to purchase (not all appliances in the table will actually be purchased). The CAM shall provide the specific details of the appliances to be purchased, including: appliance type, manufacturer name, brand name, model number, vendor name, vendor purchase link, and price details.
- After the CAM submits the purchase request, the Contractor shall purchase the approved appliance(s) from the vendor provided. If the appliance is no longer available through the specified vendor, the Contractor shall provide alternate vendor options for the CAM's approval. Once the CAM has approved the alternate vendor, the Contractor will purchase the appliance from the approved vendor.
- Track the time, date, and location of the appliance at all times through a chain of custody form. The form shall be up to date and maintained in a binder at all times.
- Store the appliance in a secure location until the time of delivery.

Deliverables:

- Purchase appliances within 7 calendar days of direction from the CAM.
- Maintain a chain of custody form while in possession of the appliance.

TASK 3: TESTING OF APPLIANCES

The goal of this task is to inspect appliances upon receipt, prepare the space to perform testing, and to test appliances acquired in Task 2 using the specific test methods referenced in the most recent version of the Appliance Efficiency Regulations https://govt.westlaw.com/calregs/Browse/Home/California/CaliforniaCodeofRegulations https://govt.westlaw.com/calregs/Browse/Home/California/CaliforniaCodeofRegulations https://govt.westlaw.com/calregs/Browse/Home/California/CaliforniaCodeofRegulations https://govt.westlaw.com/calregs/Browse/Home/California/CaliforniaCodeofRegulations https://govt.westlaw.com/calregs/Browse/Home/California/CaliforniaCodeofRegulations https://govt.westlaw.com/calregs/Browse/Home/California/CaliforniaCodeofRegulations https://govt.westlaw.com/calregs/Browse/Home/California/CaliforniaCodeofRegulations https://govt.westlaw.com/calregs/Browse/Home/California/CaliforniaCodeofRegulationSecured. <a href="mailto:?quid=18F8F3BC0D44E11DEA95CA4428EC25FA0&originationContext=documenttocwtocwtocwtocwtoc

The Contractor shall ensure there is adequate staff to keep up with the volume of testing requested by the CAM, and will hire additional testing technicians and supervising engineers as needed to increase capacity. Periodically, the CAM may request testing of appliances not regulated under Title 20. The Contractor may also be required to subcontract with other testing laboratories when directed by the CAM.

The Contractor shall:

- Apply to CEC to be an approved testing laboratory for each of the appliance categories tested under this contract. This application process includes compliance with the requirements found in CCR, Title 20, Section 1603(a)(1)-(5) (inclusive), including requirements that the laboratory:
 - (1) has conducted tests using the applicable test method within the previous 12 months¹:
 - (2) agrees to and does interpret and apply the applicable test method set forth in Section 1604 precisely as written;
 - (3) has, and keeps properly calibrated and maintained, all equipment, material, and facilities necessary to apply the applicable test method precisely as written;
 - (4) agrees to and does maintain copies of all test reports, and provides any such report to the Executive Director on request, for all basic models that are still in commercial production; and
 - (5) agrees to and does allow the Executive Director to witness any test of such an appliance on request, up to once per calendar year for each basic model.
- Prepare the testing space to accommodate the specific requirements of the test procedure.
- Perform the appliance testing following the required test method. Should the unit fail to meet the efficiency standards, a second test of another unit (of the same model) may be requested.

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¹ Pursuant to Section 1603(a)(1)-(5) of Title 20, California Code of Regulations the testing laboratory is allowed to show compliance with this paragraph by referencing the testing done under this contract as the tests conducted "within the previous 12 months."

- Call the manufacturer to determine the date of manufacture coding system, if not clearly written in date format on the product or packaging.
- Prepare a test report. Test reports must follow any formats indicated within the specific test methods referenced in the Appliance Efficiency Regulation; if no test method format is specified, the test report must include the following information:
 - (1) the test procedure and detailed calculation and test results for each appliance category, including values as appropriate for calculating energy efficiency or energy consumption;
 - (2) the efficiency standards (if applicable) the specific appliance must meet, as referenced in CEC's Appliance Efficiency Regulations, and include a statement regarding compliance or non-compliance of each tested appliance to that standard;
 - (3) the design standards (if appropriate) the specific appliance must meet, as referenced in CEC's Appliance Efficiency Regulations, and include a statement regarding compliance or non- compliance of each tested appliance to that standard;
 - (4) a statement regarding compliance or non-compliance with all appropriate marking provisions referenced in Section 1607 of CEC's Appliance Efficiency Regulations;
 - (5) a summary page specifying whether the tested appliance does or does not comply with all necessary requirements of CEC's Appliance Efficiency Regulations, and if the appliance is listed in the Modernized Appliance Efficiency Database (MAEDbS);
 - (6) include a printout of the MAEDbS listing (if applicable);
 - (7) include all the details necessary to enable the manufacturer to certify their product according to the instructions provided at the following link: https://www.energy.ca.gov/files/certification-packets-appliances (NOTE: CEC may update these instructions during the course of the agreement. Contractor shall use the most recent versions of the forms and instructions.)
 - (8) purchase price, date, and retail location;
 - (9) photos of the tested appliance, its marking or labelling, and packaging.
 - (10) a statement documenting the phone call to manufacturer to determine the date of manufacture coding system, including, the phone number or email, name of contact, date, time, and information provided.
- Upon written request from the CAM, provide technical support services including, but not limited to: analyzing test reports from other laboratories, providing technical feedback on testing procedures and processes, and observing testing at offsite locations.

Deliverables:

- Submit application for laboratory approval for each appliance category tested by January 1 of each year, and prior to testing a new appliance type.
- Send the CAM a test report for each appliance tested within 14 calendar days of completing the test.

TASK 4: DELIVERY OF TESTED APPLIANCES

Contractor shall label and deliver all appliances purchased and tested under this Agreement, as directed by the CAM, to various local facilities:

- Department of General Services Warehouse
 National Drive, Sacramento, California 95834
- California Energy Commission
 715 P Street, Sacramento, California 95814
- 3) Evidence Storage Locker 1045 National Drive Suite 12, Sacramento, California 95834
- 4) Other locations as directed in writing by the CAM

The Contractor Shall:

- If CAM provides written response to the Contractor confirming the appliance
 has failed the test or the appliance is not certified, Contractor shall label the
 appliance pursuant to instructions from the CAM, as either a failed test, or a
 non-certified appliance, or both, and keep the appliance until the CAM provides
 instructions to the Contractor.
- Deliver appliances to a location specified by the CAM. Before the end date of the Agreement, the CAM will inform the Contractor on CEC's decision for removal of the appliance.
- Deliver materials not expended before the end of the contract date, if directed by the CAM.

Deliverables

- Label the appliance pursuant to instructions from the CAM, as either a failed test, or a non-certified appliance, or both.
- Deliver appliances to a location specified by the CAM within 14 calendar days of date of CAM request.

TASK 5: SUPPORT SERVICES FOR APPLIANCE REGULATIONS

The goal of this task is for the Contractor to be available to provide feedback on technical, testing related matters pertaining to appliance efficiency standards and external laboratory audits.

The Contractor shall provide technical support services as needed when directed by the CAM, such services include, but are not limited to:

- Provide technical feedback on proposed efficiency regulations and test procedures.
- Attend workshops and provide comments for rulemakings.

- Witness testing at other laboratories.
- Attend audits at external laboratories upon request.
- Provide other services as requested by CAM

Deliverables:

- Provide written comments and analysis on appliance efficiency test procedures, regulations, and rulemaking comments when requested by CAM within four calendar weeks of receiving request.
- Attend appliance efficiency rulemaking workshops when requested by CAM.
- Witness testing or attend audits at external laboratories.

TASK 6: CONDUCT INTERNAL LABORATORY AUDITS

The goal of this task is for the Contractor to audit the laboratory Contractor uses at CSUS once per calendar year to ensure that all the necessary steps and precautions are being followed to demonstrate competency to perform consistent, accurate, repeatable testing.

The Contractor shall:

- Conduct internal laboratory audits annually following a specific checklist provided by the CAM. The CAM may also opt to audit laboratory personally.
- Maintain an electronic log of all equipment requiring calibration, the calibration dates, and calibration certificates.
- Perform additional internal audits as requested by CAM.

Deliverables:

- Annually, in April, perform a laboratory audit, utilizing an audit checklist provided by the CAM.
- By the last day of April, send the CAM an electronic copy of the completed audit checklist, the calibration log, and calibration certificates.
- The Contractor will address any deficiencies discovered in the audit and provide written documentation to the CAM within 14 calendar days identifying how the deficiency was addressed.

RESOLUTION NO: 22-0713-03

STATE OF CALIFORNIA

STATE ENERGY RESOURCES CONSERVATION AND DEVELOPMENT COMMISSION

RESOLUTION: University Enterprises, Inc.

RESOLVED, that the State Energy Resources Conservation and Development Commission (CEC) adopts the staff CEQA findings contained in the Agreement or Amendment Request Form (as applicable); and

RESOLVED, that the CEC approves Agreement 150-22-001 with University Enterprises, Inc. for a \$675,000 contract to purchase and test appliances to determine compliance with title 20 energy efficiency standards; and

FURTHER BE IT RESOLVED, that the Executive Director or their designee shall execute the same on behalf of the CEC.

CERTIFICATION

The undersigned Secretariat to the CEC does hereby certify that the foregoing is a full, true, and correct copy of a resolution duly and regularly adopted at a meeting of the CEC held on July 13, 2022.

	Liza Lopez	
ABSTAIN:		
ABSENT:		
NAY:		
AYE:		